

**EXHIBIT E – HOME**  
**American Dream Downpayment Initiative**

**LENDER'S MORTGAGE CLOSING CERTIFICATE**

LENDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MORTGAGOR AND PROPERTY ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**First Mortgage Loan**

DATE OF CLOSING \_\_\_\_\_

MORTGAGE LOAN AMOUNT \_\_\_\_\_

INTEREST RATE \_\_\_\_\_

ORIGINATION \_\_\_\_\_  
(Cannot exceed 1%)

DISCOUNT \_\_\_\_\_  
(cannot exceed 0.50%)

**Soft Second ADDI Loan/Grant**

**Amount of ADDI Loan Grant** \_\_\_\_\_

**{Capitalized Terms herein shall have the meaning ascribed to them in the HOME Program Mortgage Origination Agreement dated May 1, 1996 (the "HOME Origination Agreement")}**

The undersigned, acting as a duly elected officer of and on behalf of the Lender indicated above, hereby certifies and warrants to the Louisiana Housing Finance Agency (the "Issuer"), and its agents, the following:

- (a) The Lender has closed a Mortgage Loan to the Eligible Borrower on the date, in the amount and for the property indicated above.
- (b) The cash down payment and closing costs have been provided by or on the behalf of the borrower in accordance with the HOME Origination Agreement. The Lender has not provided any financing in this transaction except for the subject Mortgage Loan and the ADDI HOME Grant.
- (c) The Lender certifies that rate charged the borrower did not exceed current market rates as of the date of lenders' commitment interest rate to the borrower such that the HUD-1 Annual Percentage Rate (APR) will reflect only such adjustments to the interest rate as was necessary to evidence customary and usual charges to close the mortgage loan.
- (d) The ADDI HOME Grant indicated above represents the greater of 6% of the purchase price or \$10,000; is supported by the executed HUD-1 statement, with no funds being given to the borrower at closing.

- (e) The Lender has received a title insurance binder insuring the lender and its assigns with respect to title to the property (the "Title Policy") and all premiums required to establish such insurance in full force and effect have been paid. The title insurance binder complies with the requirements of the HOME Origination Agreement and the Lender is not aware of any facts or circumstances which would affect the delivery of the final title insurance policy in accordance with time and form requirements of the HOME Origination Agreement.
- (f) Except with respect to Permitted Encumbrances permitted by the Certificate Provider, the Lender has made all payments necessary to extinguish all liens shown on the Title Policy and has received and recorded all documents or instruments necessary to cure all defects and to cause the elimination of all exceptions shown on the Title Policy.
- (g) The deed to the property, the Note and Mortgage on the property, and all of the documents necessary for the transfer of title to the Property to the Eligible Borrower, for the granting of the Note and Mortgage on the Mortgaged Property to the Lender and the assignment of such Note and Mortgage to the Servicer have been duly executed, acknowledged, received and recorded. The lien securing the Mortgage loan has been perfected by recording and have not been impermissible satisfied, subordinated or impaired. The Mortgage Loan is not subject to any other pledge or assignment.
- (h) The Lender has received an original Insurance Binder or Policy for Standard Hazard Insurance mortgage insurance and flood insurance (where applicable) as required by the HOME Origination Agreement; and is not aware of the fact or circumstance which would affect the delivery of the Standard Hazard Insurance if not previously received in a timely manner and acceptable form. All premiums required to establish such insurance(s) in full force and effect have been paid.
- (i) Lender has inspected or caused a qualified inspector or an appraiser to inspect the Single Family Residence and has determined that the Single Family Residence (i) constitutes a completed residence unit (one only), (ii) does not contain land in excess of normal requirements, (iii) shows no evidence of use or design for use in a trade or business of the Mortgagor (provided that use of 15% or less of the total area of the residence for commercial use shall not be deemed use in a trade or business), (iv) is occupied by, or will be occupied within the next 60 days by, the Mortgagor as Mortgagor's principal residence and (v) satisfies Minimum HQS.
- (j) Lender is guaranteeing that no seller-financed organizations are participants in any part of the loan transaction as subrecipients or contractors to the contract. No amount of ADDI funds may be used to provide funding to an entity organization that provides downpayment assistance if the activities of that entity or organization are financed in whole or in part, directly or indirectly, by contributions, service fees, or other payments from the sellers of housing whether or not made in connection with the sale of specific housing acquired with ADDI funds.
- (k) Lender agreesto provide the Agency quarterly reports on the borrower(s)' first mortgage payment history and proof of early intervention services should the borrower become 30-days or more delinquent.
- (l) All of the affidavits supplied have been reviewed, and the Lender has no knowledge of any false statement therein.
- (m) The Compliance Package in connection with the Mortgage in the principal amount of \$\_\_\_\_\_ is being made to \_\_\_\_\_, as Mortgagor, with a reference to a residence located in \_\_\_\_\_ Parish, Louisiana.
- (n) Copies of the Mortgagor's federal income tax returns for the last three years, together with other supporting documentation demonstrating that the Mortgagor's Household Size is \_\_\_\_\_ persons and the Mortgagor's Annualized Monthly Income of \$\_\_\_\_\_ is equal to or less than Maximum Household Income Limits in the Parish of

\_\_\_\_\_ (the "Parish") of \$\_\_\_\_\_ for a  
\_\_\_\_\_ person household.

- (o) The Sales Contract submitted as part of the Compliance Package evidences a purchase price of \$\_\_\_\_\_ which is within the Maximum Acquisition Cost of \$\_\_\_\_\_ for \_\_\_\_\_ unit residences within the Parish. Purchase Agreement was valid as of date of closing.
- (p) The Notarized Borrower's Affidavit and Certification (including the Acquisition Cost Worksheet attached thereto) as of the closing of the Mortgage Loan has been submitted and reflects an acquisition cost of \$\_\_\_\_\_ which is equal to or less than the Maximum Acquisition Cost of \$\_\_\_\_\_ for residences within the Parish as follows:
- (a) Maximum Permissible purchase price  
For Parish for one unit residence \$\_\_\_\_\_
- (b) Total purchase price from Borrower's Affidavit \$\_\_\_\_\_
- (c) Difference (a-b) (must be positive) \$\_\_\_\_\_
- (q) The Affidavit of Seller reflects an Purchase Price of \$\_\_\_\_\_, which is equal to or less than the Purchase Price of \$\_\_\_\_\_ from Borrower Affidavit listed in l(b) above.
- (r) There have been no changes to the Applications, Affidavits, or other information submitted as part of the American Dream Downpayment Checklist for compliance review by the Louisiana Housing Finance Agency.
- (s) The fees and charges by the Seller or Borrower in connection with the closing of the Mortgage Loan are as follows:

Origination Fee: \$\_\_\_\_\_

Discount Fee: \$\_\_\_\_\_

Tax Service Charge: \$\_\_\_\_\_

Application: \$\_\_\_\_\_

Other: \_\_\_\_\_: \$\_\_\_\_\_

TOTAL

- (t) Monthly Mortgage Loan Payments will be level and initially consist of the following components:

Principal and Interest: \$\_\_\_\_\_

Property Tax Escrows: \$\_\_\_\_\_

Insurance Escrows: \$\_\_\_\_\_

PMI/MIP: \$\_\_\_\_\_

Other: \_\_\_\_\_: \$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

- (u) Initial Principal, Interest, Taxes and Insurance (PITI) in connection with the Mortgage Loan is less than or equal to 30% of the Borrower's Household Income.

- (v) The purchase contract for said property contains “Lead-Based Paint Addendum to Sales Contract – Property Built before 1978”, (b) the Borrower has been provided a pamphlet “Protect Your Family From Lead in Your Home”, and (c) the Loan Package contains either (i) a statement by a person trained to identify deteriorated paint, that the residence contains no lead-based paint hazards or (ii) if lead-based paint hazards have been identified, a Clearance Inspection Report by a certified risk assessor or clearance technician states that all lead-based hazards have been eliminated. A copy of the Lead Based Paint Disclosure Receipt is attached.
- (w) The undersigned Lender, based on its own investigation and verification, hereby certifies that the above-referenced mortgage loan is a Mortgage Loan as defined by the HOME Program Mortgage Origination Agreement dated as of May 1, 1996, among the Agency, the Servicer, and the undersigned, as Lender, and complies with all covenants, warranties and representations made by the undersigned with respect to such mortgage loan as set forth in such HOME Origination Agreement. The Lender further certifies that the real estate broker reporting requirements of Section 6045(e) of the Internal Revenue Code has been or will be satisfied.

Based upon the above, and under the penalty of perjury, I certify that the proposed Mortgage Loan is in compliance with Section 143 of the Internal Revenue Code of 1986, as amended, and the Issuer’s Program.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)